

MOBILE COUNTY COMMISSION

205 Government Street 8TH Fl South
Mobile, Alabama 36644

BID INVITATION

NO. 18-15

MARCH 3, 2015

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

MOBILE COUNTY GRASS CUTTING PROJECT CMP 301-15 FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM DATE OF AWARD THROUGH OCTOBER 31, 2015.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent, 251-574-8613, 205 Government St. 8th fl S., Mobile, Alabama 36644, to or at bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc. Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

This inquiry is to establish a price and a source of supply for the above listed items by Mobile County Commission and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.


THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS _____ You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. APRIL 1, 2015.

ALL BIDS MUST BE SEALED, THE WORD "BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION



JOHN PAFENBACH, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum

of \$ SEE ATTACHED LIST.

Delivery can be made in _____ days from receipt of award.

RESPECTFULLY

BY _____

IMPORTANT

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED
WITH YOUR BID**

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-13-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at www.uscis.gov/everify and www.Verify.Alabama.gov.

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in
the State of Alabama

Or

_____ (company name) is enrolled in E-
Verify and a copy of the electronically signed signature page of
the company's Memorandum of Understanding is attached.

Date Signature Title



Company ID Number: 477783

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mobile County Commission

Connie Hudson

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/21/2011

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/21/2011

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Mobile County Commission**

Company Facility Address: **205 Government Street**

8th Floor South Tower

Mobile, AL 36644

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number:

636001644

MOBILE COUNTY COMMISSION

BID FORM

Date: _____

BID #18-15

MOBILE COUNTY GRASS CUTTING PROJECT CMP 301-15 FOR MOBILE COUNTY PUBLIC WORKS:

Company: _____

Company Representative _____
(Print)

Company Representative _____
(Signature)

Address _____

Phone number () _____

Fax number () _____

Federal ID Number _____

Email Address _____

Company Web Address _____

ITEM I

INVITATION FOR BIDS FOR PUBLIC WORKS PROJECT

Sealed proposals will be received by the **County Commission of Mobile County, Alabama, in the Mobile Government Plaza, Eighth Floor South, Mobile, AL**, until **10:00 A.M. Wednesday, April 1, 2015**, and then publicly opened for furnishing labor, equipment, and materials, and performing all work required by Mobile County and described as follows:

Project: **Mobile County Grass Cutting**
Project No: **MCP 301-15**
Bid No.: **18-15**

This project will last from date of award through October 31, 2015.

All bids must be on blank forms provided in this document and this document submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Mobile County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars, shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A Performance Bond in the form and terms approved by the County in an amount not less than the sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials. In addition, the Contractor must furnish to the County at the time of the signing of the Contract a certificate of insurance coverage as provided in the specifications which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the Mobile County Commission, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bid documents are on file and may be seen in the Office of the County Commission of Mobile County, Alabama, and in the office of **The Public Works Superintendent's Office, 7511 Howells Ferry Road, Mobile, Alabama 36618**. No documents will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance

with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Alabama law requires that the successful bidder, whether in state or out of state, (1) attest that it will not knowingly hire, employ or continue to employ an unauthorized alien; and (2) provide proof of enrollment in E-Verify (see www.uscis.gov/everify), prior to the award of a contract.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Mobile County, Alabama.

COUNTY COMMISSION OF
MOBILE COUNTY, ALABAMA

BY: CONNIE HUDSON, PRESIDENT

INSTRUCTIONS TO BIDDERS

1. PREPARATIONS OF BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in. **This document shall be submitted in its entirety. Failure to do so will result in disqualification of bid.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY MOBILE COUNTY, ALABAMA:

The County Commission of Mobile County, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract.
See Item #21, this section for materials to be purchased by Mobile County.

3. SIGNATURE TO BIDS:

Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the County Commission of Mobile County, Mobile County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. BIDS FOR ALL OR PART:

Each project will be bid separately unless otherwise expressly requested in the Proposal. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none bid or on all or none basis, will not be accepted unless the Proposal expressly requests or permits same.

5. ALTERNATE BIDS:

Alternate bids will not be considered unless called for.

6. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract.

Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the invitation.

7. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

8. OWNER:

Where the word "Owner" appears herein, the same refers to Mobile County, Alabama, and includes the County Commission of Mobile County, its governing body.

9. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies.

10. MARKING AND MAILING BIDS:

Bids must be securely sealed in suitable envelopes, addressed and marked on the outside "County Commission of Mobile County, Bids for Project No. **CMP 301-15 Mobile County Grass Cutting Project** to be opened **Wednesday, 10:00 a.m., April 1, 2015.** (List Project No. and Names on envelope)

11. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to Mobile County or the County Commission for the premature opening of a bid not properly addressed or identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

14. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

15. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The County Commission of Mobile County reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

16. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

17. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 10 days after the required forms are presented to him for signature.

18. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

19. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the County, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the County for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Engineer, as in the case of an employee.

20. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give notice to the County 24 hours in advance of beginning work at any of the separate locations. This notice is to be given for each separate cutting cycle.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Engineer. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Engineer will require that additional forces and equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work at satisfactory level, the Engineer may withhold all estimates which are or may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

21. **Materials purchased by Mobile County.** Mobile County will purchase concrete and reinforcing steel for this project.

PROPOSAL

Date: _____

Proposal of _____

Alabama License No. _____ of _____
for the performance of all work and the furnishing of labor and materials required by the
Contract terms, Specifications, and special provisions, for the public project designated as
Project # **CMP 301-15 Mobile County Grass Cutting Project**

The Specifications are attached hereto and specified and made a part hereof.

TO: The County Commission of Mobile County, Mobile, Alabama

Dear Sirs:

The following proposal is made on behalf of _____
_____ and no others. Evidence of _____
_____ authority to submit the proposal is herewith furnished.
The proposal is made without collusion on the part of any person, firm, or corporation.

_____ certify that _____ have
carefully examined the plans for this project and the specifications hereto attached
including the special provisions, and have also personally examined the site of work. On
the basis of the specifications and plans _____ propose to
furnish all necessary machinery, tools, apparatus, and other means of construction, and
do all the work and furnish all the material in the manner specified.

_____ further agree to complete all the work in
the specified amount of time. _____ understand that the quantities
below are approximate only and are subject to either increase or decrease, The bid prices
are lump sum and include the two full right-of-way cuttings as described.

_____ further propose to perform all "Force Account or
Extra Work" that may be required of _____ on the basis
provided in the Specifications hereto attached, and to give such work _____
personal attention in order to see that it is economically performed.

_____ further propose to execute the attached Contract
Agreement as soon as the work is awarded to _____ and to
begin and complete the work within the respective time limit provided for in the
Specifications and Notice to Contractors hereto attached.

_____also propose to furnish a Contract Performance Bond, approved by the Owner in an amount equal to the total amount of the bid. This bond shall serve not only to guarantee the completion of the work on _____part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Name and Address of Member of Firm _____

Signature of Bidder (Corporation) _____

_____Business Address _____

President

_____Business Address _____

Secy. & Treas.

Attest: _____ Incorporated in _____ State

(Corporate Seal)

PROPOSAL

CMP 301-15

MOBILE COUNTY GRASS CUTTING CONTRACT

ITEM #	DESCRIPTION	BID PRICE
1	Grand Bay Wilmer Rd S (7.87 miles)	
2	Newman Rd (3.02 miles)	
3	Airport Blvd (6.01 miles)	
4	Air Terminal Dr (1.05 miles)	
5	Dawes Rd (10.10 miles)	
6	Grelot Rd (0.97 miles)	
7	Bill Menton Memorial Hwy (3.08 miles)	

TOTAL

--

SCOPE OF WORK

MOBILE COUNTY GRASS CUTTING CONTRACT PROJECT CMP 301-15

- 1. All work is to be as directed by the Mobile County Public Works Department.**
- 2. Contractor will need to supply all traffic control devices for this project.**
- 3. The Lump Sum bid price for each road shall include all labor and equipment necessary to cut the grass in the right-of-ways for the seven (7) roads listed in the proposal.**
- 4. Grass on all roads is to be mowed every 4 weeks and will be mowed from the edge of pavement to the bottom of the ditch/slope. If there is no ditch/slope, the mowing shall continue to the edge of Mobile County right-of-way. Weed eating around all utilities, posts and guardrails is included with each mowing. The entire right-of-way of each road, including all ditches, shall be mowed twice during the contract period as directed by the Public Works Engineering Manager. These two complete right-of-way cuttings shall be a subsidiary item of the standard cutting for the road and shall be bid accordingly.**
- 5. On any roads that have curb & gutter section, contractor shall edge the curb and gutter each time that section of road is mowed.**
- 6. Care should be taken not to damage the slopes while cutting. Any damage caused by the contractor shall be repaired to the satisfaction of the County at no cost to the County.**
- 7. Contractor will be required to furnish a bid bond, labor and materials bond, performance bond, and insurance as outlined in contract documents.**
- 8. Contractor will have to provide proof of registration with E-Verify.**
- 9. The contract period for mowing will be from date of award thru October 31, 2015.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety,
(Address)

are held firmly bound unto MOBILE COUNTY, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID (Maximum Amount of Bond \$10,000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

Date

Witness as to Principal:

Contracting Firm

By: _____(SEAL)

Countersigned:

_____(SEAL)

Name of Surety

By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert the name & address of legal title of the Contractor)
hereinafter called the Principal, and _____
(Insert the name and address of legal title of one or more sureties)

_____ and
_____ and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto Mobile County, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the sum of _____ dollars (\$_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated entered into a contract with the Owner for **CMP 301-15 Mobile County Grass Cutting Project** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this ____ day of _____, ____.

(Individual principals sign here)

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)
(Corporate Principal Sign Here)

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

COUNTERSIGNED: BY _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and _____ as Surety, are held
and firmly bound unto said Mobile County, a political subdivision of and body corporate in
the State of Alabama, hereinafter called the Obligee, in the penal sum _____
_____ **Dollars** (\$_____) lawful money of the United States, for the payment of
which sum and truly to be made, we bind ourselves, our heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated
, _____. (Hereinafter called the Contract) for **CMP 301-15, Mobile County Grass
Cutting Project** which Contract and the Specifications for said work shall be deemed a
part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the
said Principal and all subcontractors to whom any portion of the work in said contract is
sublet and all assignees of said Principal and of such subcontractors shall promptly make
payments to all persons supplying him or them with labor, materials, or supplies for or in
the prosecution of the work provided for in such Contract, or any amendment or extension
of or addition to said Contract, and for the payment of reasonable attorney's fees incurred
by the successful claimant or plaintiffs in suits or claims against the contractor arising out
of or in connection with the said contract, then the above obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and
limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or
in the prosecution of the work provided for in said Contract shall have a direct right to
action against the Principal and Surety on this
bond, which right of action shall be asserted in a proceeding, instituted in the County in
which the work provided for in said Contract is to be performed or in any County in which
said Principal or Surety does business. Such right of action shall be asserted in a
proceeding instituted in the name of the claimant or claimants for his or their use and
benefit against the Principal and Surety or either of them (but not later than one year after
the final settlement of said Contract falls due) in which action such claim or claims shall
be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint **Connie Hudson**, President of
the County Commission of Mobile County, Mobile County, State of Alabama, or his

successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

SIGNED, SEALED AND DELIVERED this ____ day of _____, ____.

(Individual Principals sign here)

_____(SEAL)

BY: _____(SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST: _____

BY: _____

Surety Sign Here

WITNESS:

BY: _____

INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the County Commission of Mobile County, Alabama (CCMC) at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for "large projects" are for those projects whose bid is greater than or equal to \$250,000. The requirements shown for "small projects" are for those with bids less than \$250,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the CCMC. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CCMC for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the CCMC.

(a) Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

- i. U. S. Longshoremen & Harborworkers' Act (USL&H) –
Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) –
Endorsement required if contract involves the use of a Vessel.
Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage

	<u>Large Projects</u>	<u>Small Projects</u>
Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

<u>Projects</u>	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed Operation Aggregate	\$2,000,000	\$500,000
General Aggregate	\$2,000,000	\$500,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.
- The contractor shall name the CCMC, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.

- Aggregate limits to be on a "per project" basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of CCMC, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for **large** projects and \$500,000 for **small** projects. The policy shall name CCMC as an Additional Insured.

(d) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the CCMC.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CCMC PRIOR to commencement of any work on the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCMC.

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS
INSURANCE TO COUNTY COMMISSION OF MOBILE COUNTY, ALABAMA.

Date _____

This is to certify that the policies designated below have been issued by
and are in force on the date borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

_____	_____	_____	_____
(policy number)	(exp. date)	(coverage) (one person)	(aggregate) (one accident)

(b) Contractor's Public Liability:

1. Bodily Injury:

_____	_____	_____
(each person)	(each occurrence)	(total coverage)

2. Property Damage:

(each accident) (aggregate)

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(each person) (each occurrence) (total coverage)

2. Property Damage:

(each accident) (aggregate)

(d) Owner's Protective Liability:

(each occurrence) (each occurrence)

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the County Commission of Mobile County, Alabama, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

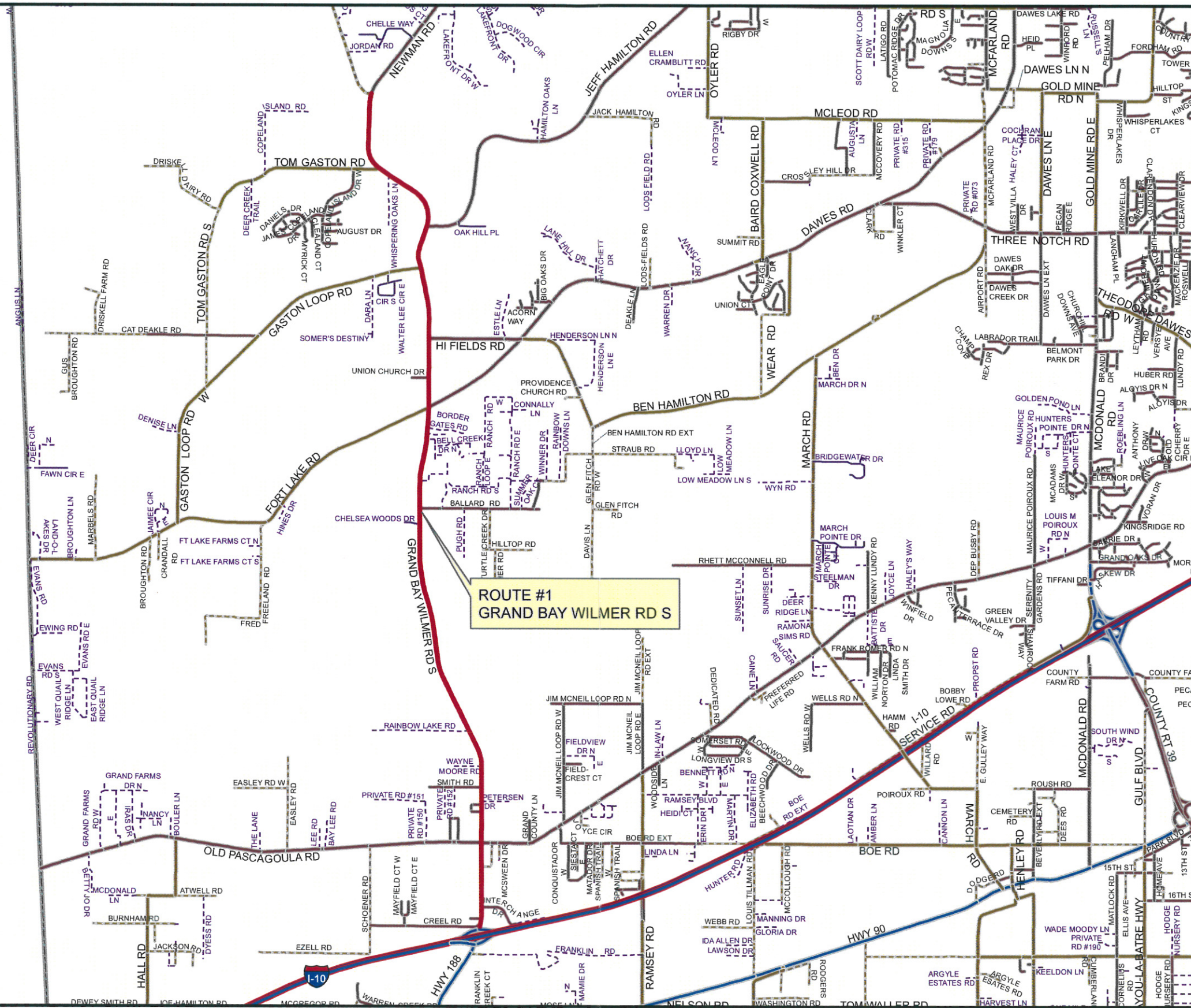
1. That it will furnish to said County Commission of Mobile County a certificate of insurance in triplicate on a form approved for such purpose by said Commission, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said Commission to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said County Commission to which the policy applies.
3. That it will mail to the County Commission of Mobile County Alabama, three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said County Commission which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the County at the same time that notice thereof is given to the insured.

4. That it will mail to the County Commission of Mobile County, Alabama, at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the County.

Insurer

BY: _____
Authorized Representative

Note: This page must be signed by an authorized representative of insurer.



ROUTE #1
 GRAND BAY WILMER RD S

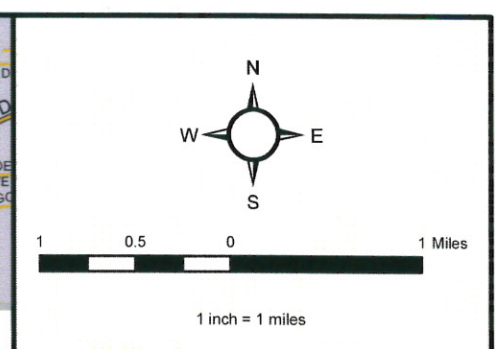
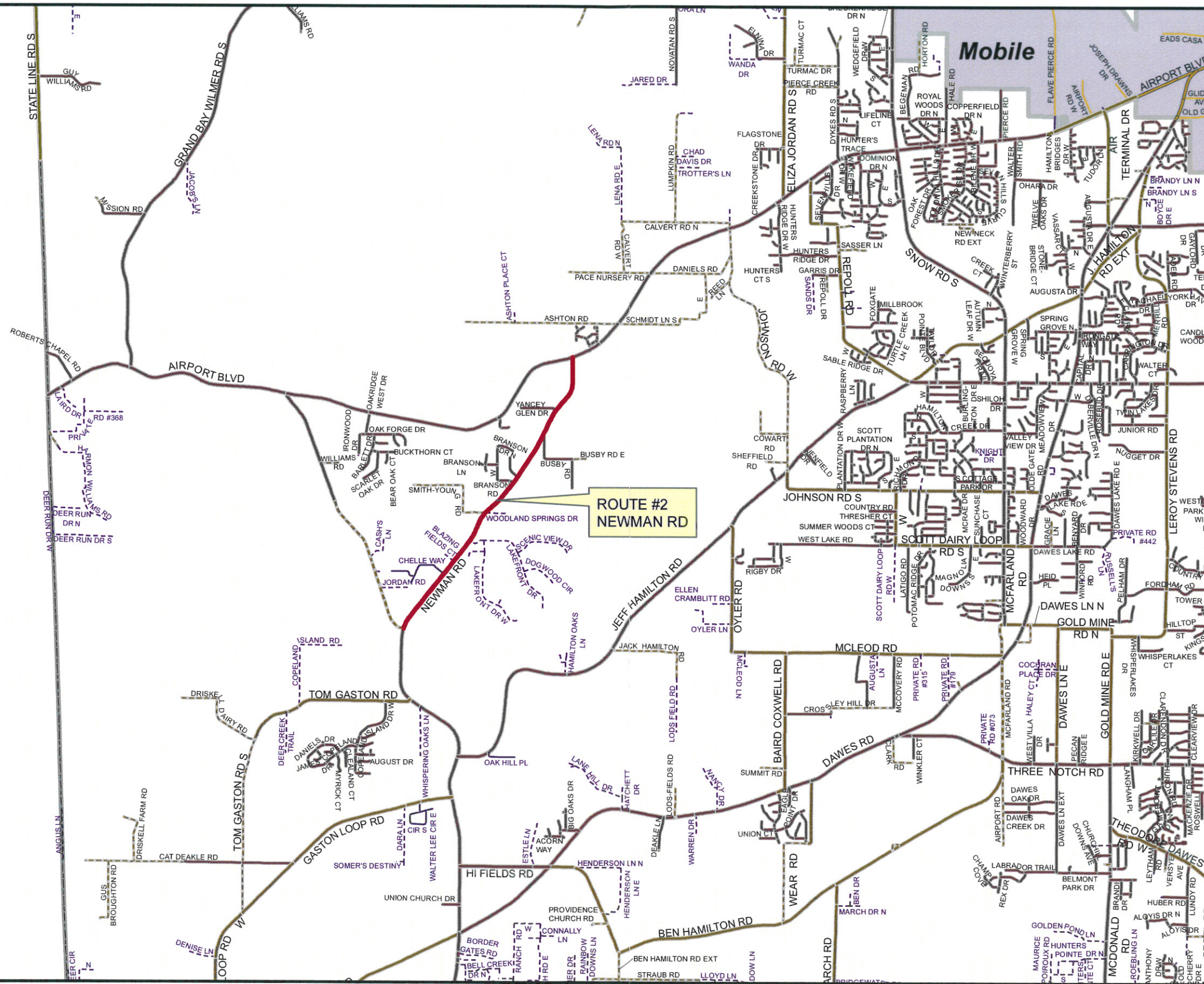


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 MOBILE GOVERNMENT PLAZA
 205 GOVERNMENT ST
 MOBILE, AL 36644-1600
 PHONE (251) 574-8595
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ROUTE #1 - 7.87 MILES **GRAND BAY WILMER RD S: FROM I-10 TO NEWMAN RD**

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #1

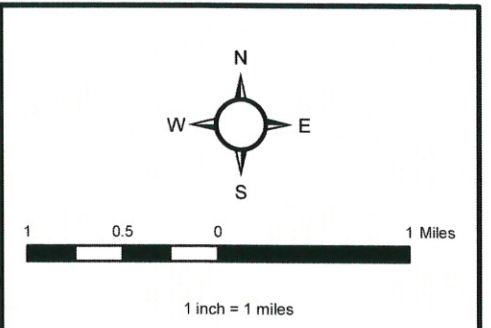
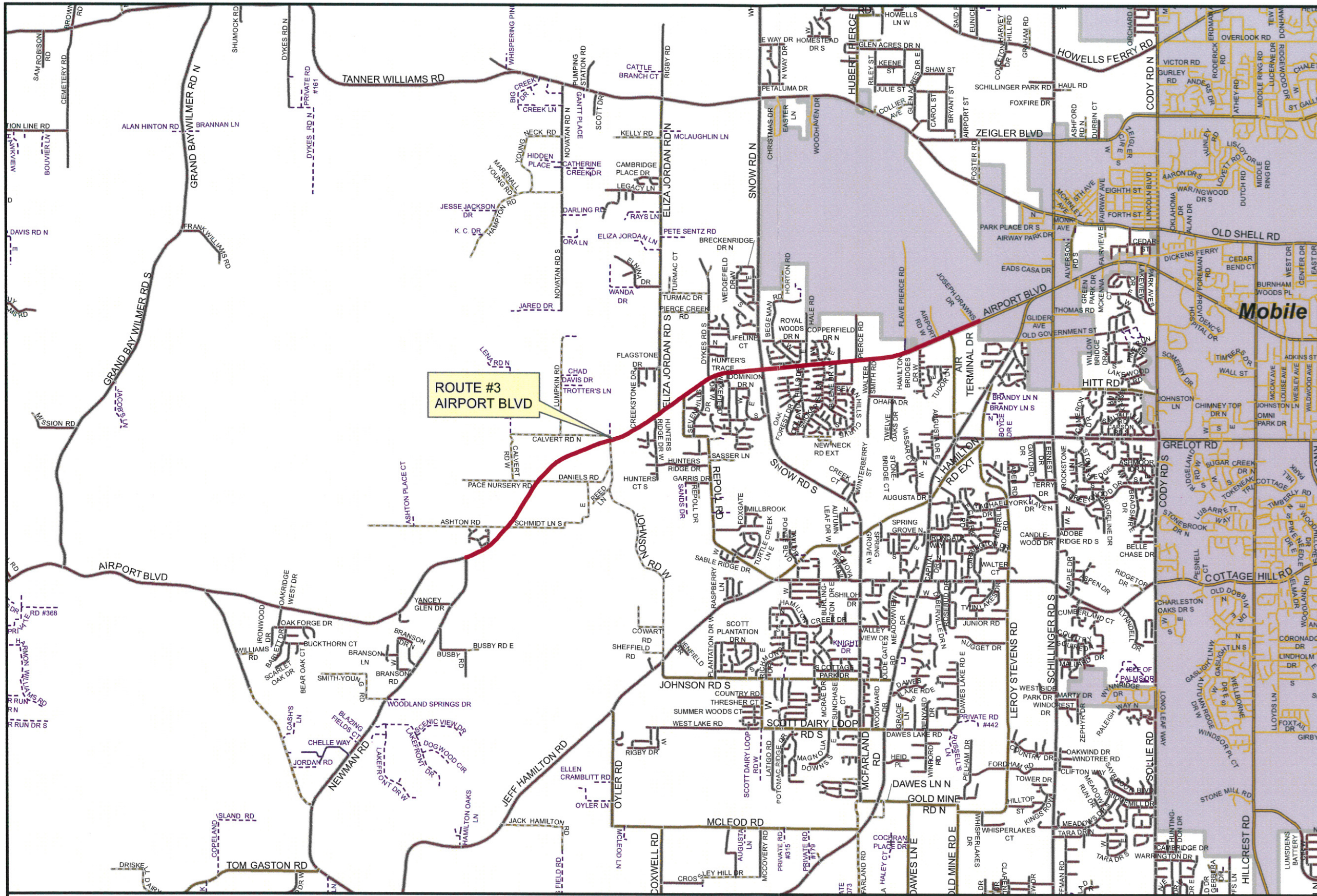


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ROUTE #2 - 3.02 MILES
NEWMAN RD: FROM GRAND BAY WILMER RD S
TO AIRPORT BLVD

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #2



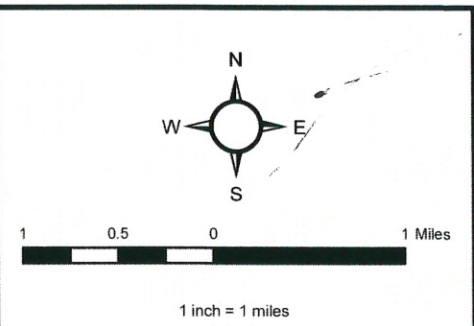
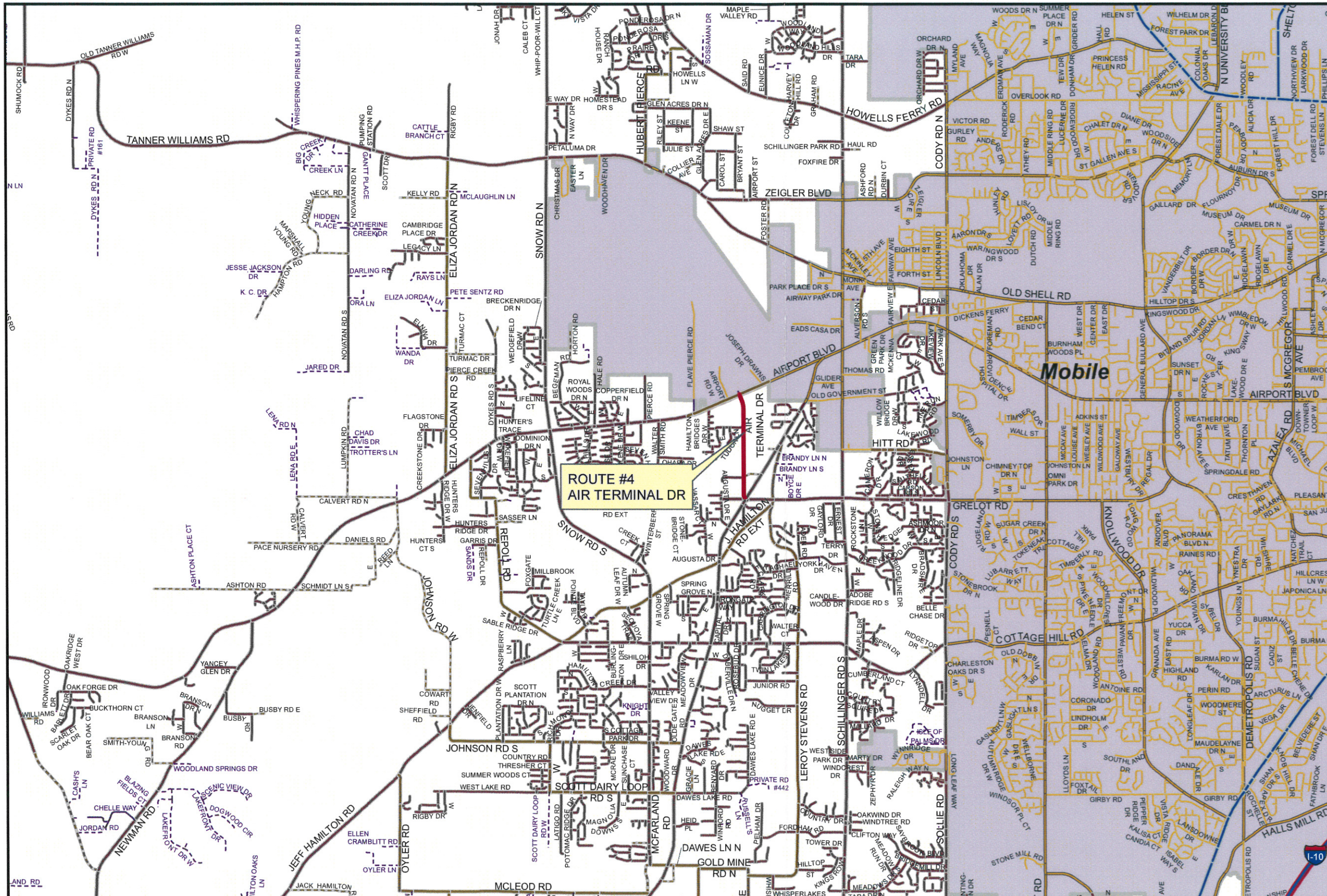
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ROUTE #3 - 6.01 MILES

AIRPORT BLVD: FROM NEWMAN RD TO MOBILE CITY LIMITS

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #3

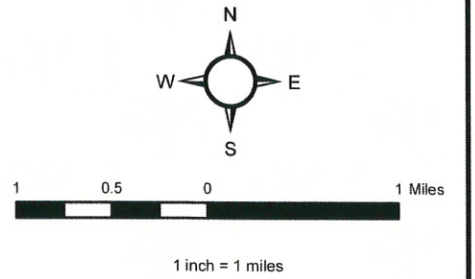
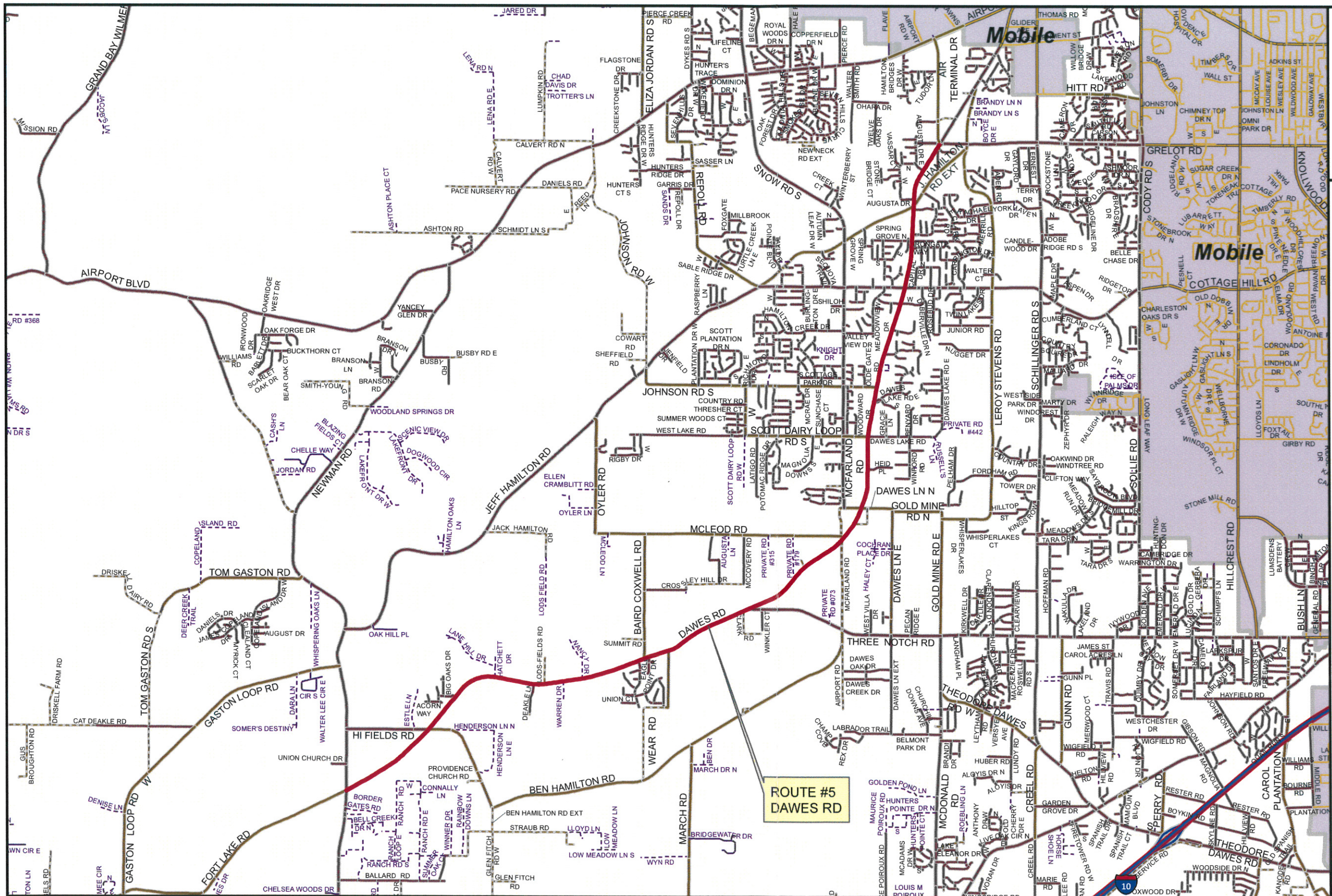


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ROUTE #4 - 1.05 MILES
AIR TERMINAL DR: FROM AIRPORT BLVD TO DAWES RD

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #4



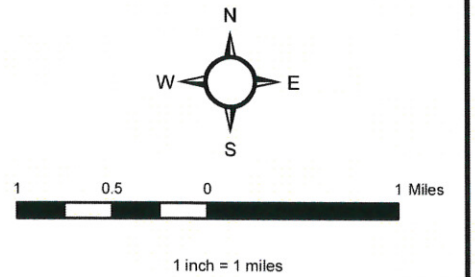
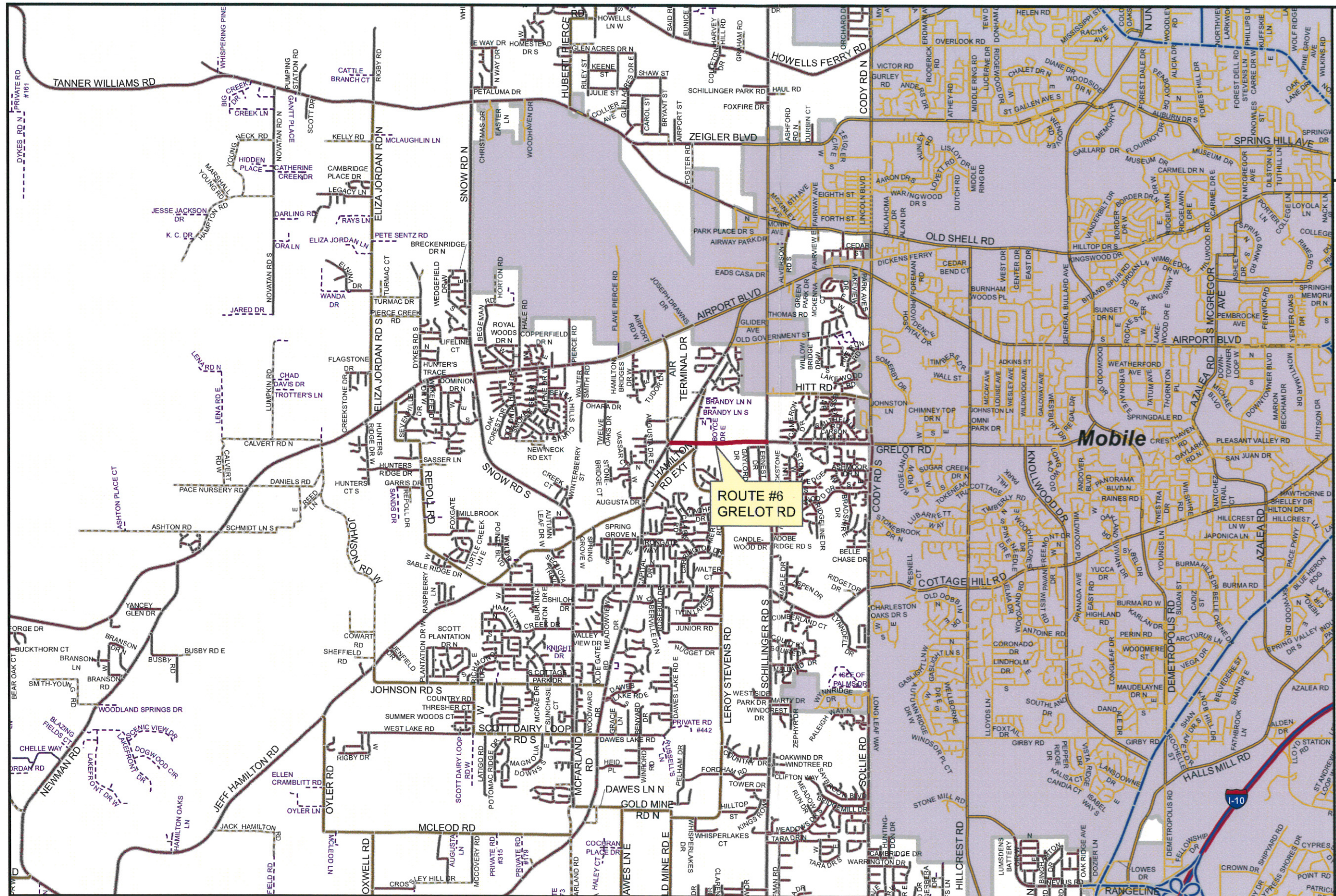
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ROUTE #5 - 10.10 MILES

DAWES RD: FROM GRELOT RD TO GRAND BAY WILMER RD S

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #5



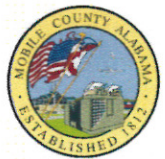
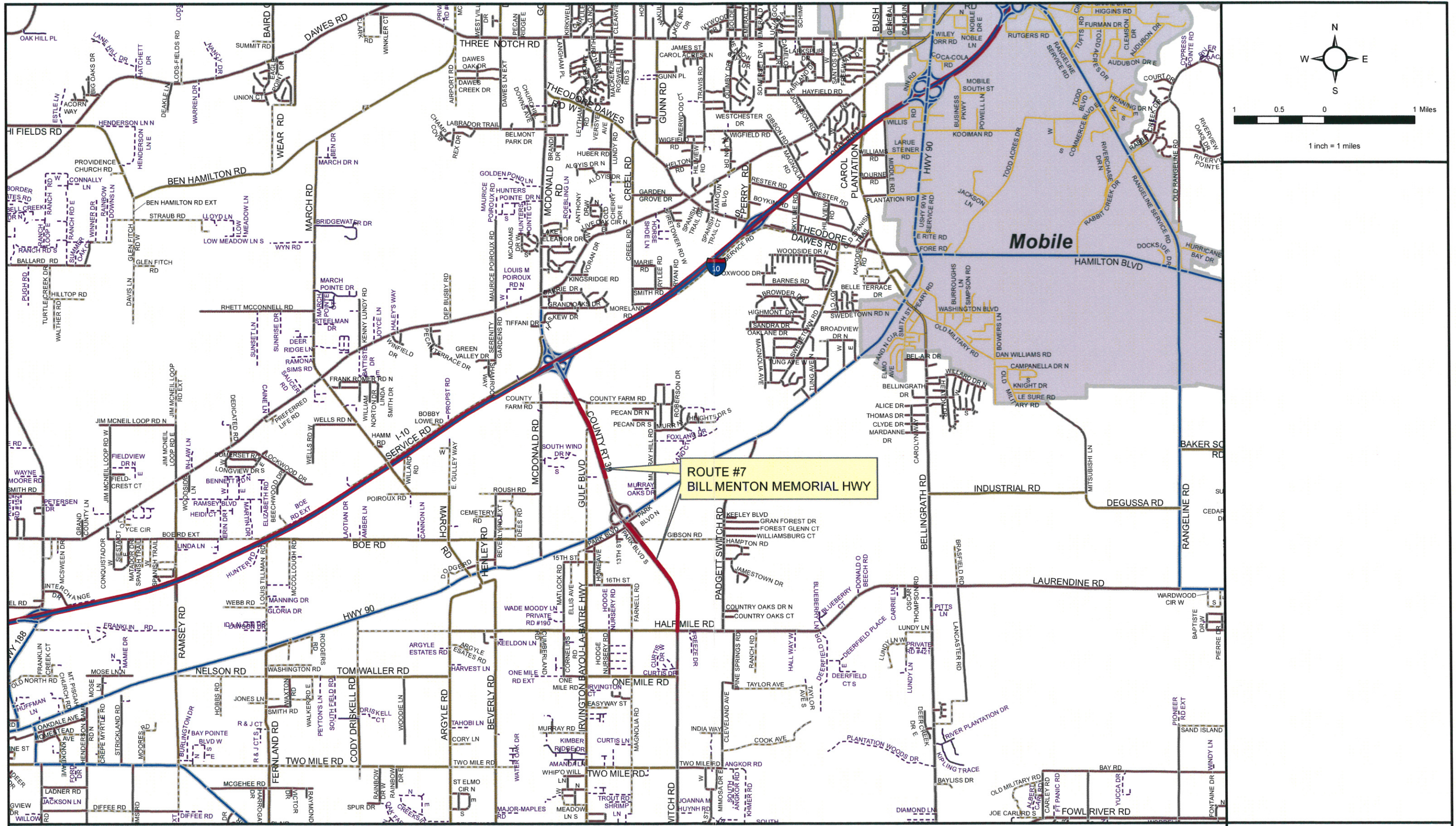
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ROUTE #6 - 0.97 MILES

GRELOT RD: FROM DAWES RD TO SCHILLINGER RD S

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MOBILE COUNTY
LIMITS OF GRASS
CUTTING CONTRACT
ROUTE #6



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ROUTE #7 - 2.50 MILES BILL MENTON MEMORIAL HWY: FROM HALF MILE RD TO I-10

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MOBILE COUNTY LIMITS OF GRASS CUTTING CONTRACT ROUTE #7